

**ARTICLE 49**  
**INTEGRITY OF THE BARGAINING UNIT**

1. The Employer recognizes that the integrity of the Bargaining Units is of significant concern to the employees and the Union. Bargaining Unit work shall, except as provided below, be performed by Bargaining Unit employees. The Employer shall not assign Bargaining Unit work to employees outside of the Union Bargaining Units except in the case of emergency, temporary work relief or to the extent that such work is a part of their duties as provided in the Civil Service job specifications or to the extent that such assignment is a matter of customary practice prior to January 1, 1988. In no event shall such assignments be made for the purpose of reducing or eroding the Bargaining Units.
2. The Employer may continue to utilize such programs as the type listed below, provided the primary purpose of such programs shall be to supplement ongoing activities or to provide training opportunities:
  - Student Work Experience
  - Patient/Employee Programs
  - Seasonal Recreation Programs
  - Volunteer Programs
  - Prisoner/Employee Programs & etc.

To the extent that it is available, the Employer will provide the Union with information which permits the Union to monitor the implementation of such programs, if not already provided. The procedure for providing such information shall be determined in secondary negotiations. It is the intent that an allegation that such a program is being used by the Employer as a substitute, rather than a supplement, for ongoing State employee activities, or causes layoffs or such programs are used to avoid the recall of Bargaining Unit employees, shall be grievable under the provisions set forth in this Agreement.

3. Supervisory employees shall be permitted to perform Bargaining Unit work to the extent that such work is a part of their duties as provided in the Civil Service class specification or to the extent that such assignment is a matter of customary practice prior to January 1, 1988, in case of training (including demonstration of the proper method of completing the task assigned), temporary work relief, or in the case of emergency. In those cases where lead workers are performing some supervisory duties, the parties agree that such employees shall not be considered supervisory for purposes of this Section.

#### **4. Notice of Intent to Subcontract and Sub-Contracting.**

Whenever a Department's preliminary evaluation indicates contracting personal services may be in the best interests of the State and further evaluation is in order, the Union will be sent written notification. Upon request, the departmental Employer will provide the Union with information on the status of the matter. The Union may request a meeting with the Employer to discuss the issue.

Whenever the Employer intends to contract out, sub-contract services or renew or amend such contracted services, the Employer shall provide written notice to the Union, as early as possible, but at least twenty (20) calendar days prior to the Employer submitting a CS-138 form requesting Civil Service Commission approval to make disbursements for personal services. When a contract in excess of \$250,000 is to be submitted to the Civil Service Commission, notice shall be provided to the Union at least forty (40) calendar days prior to submitting a CS-138 form requesting Civil Service Commission approval to make disbursements for personal services. The Employer will indicate on the CS-138 form the date that notice of the sub-contract was provided to the Union.

The notice shall include such matters as:

- a.** The nature of the work to be performed or the service to be provided.
- b.** Work site address and office/division/section/unit when available.
- c.** The proposed duration and cost of such sub-contracting.
- d.** The rationale for such sub-contracting.

In case of preauthorized contractual services, letter d above need not be provided, however the Employer agrees to meet with the Union, upon request, should the Union have questions regarding the information provided.

The Employer shall, provide a written offer to meet and confer with the Union over the impact of the proposed decision upon the Bargaining Units. The Union may propose alternatives to sub-contracting. Such meeting shall occur within ten (10) calendar days, (fifteen [15] calendar days in the case of a contract in excess of \$250,000) from the date of notice to the Union, unless the parties mutually agree to an alternate date. The Employer agrees to make reasonable efforts to avoid or minimize the impact of such sub-contracting on Bargaining Unit employees. Such discussions shall not serve to delay implementation of the Employer's decision.

Upon request of either party the Department and the Union shall meet to discuss what can be done to eliminate the need to contract for such personal services, including the possibility of using the Joint Training Fund for the purpose of supplying training to Bargaining Unit employees who may be

displaced or trained for the new duties. Any recommendations resulting from the meeting will be reported to the Local, the International, and the Office of the State Employer.

The Employer shall also provide the Union, in accordance with applicable law and Department of Technology, Management and Budget purchasing procedures, information necessary to monitor the implementation, including the request for proposal, actual bids, the executed contract and the costs of the contract or sub-contract. If the volume of the information requested under this section would place an unreasonable burden on the Employer, the parties will meet to attempt to identify alternative mechanisms for providing such information.